

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

<b>WELLS FARGO BANK, N.A., AS</b>	§	
<b>TRUSTEE FOR THE POOLING AND</b>	§	
<b>SERVICING AGREEMENT DATED AS</b>	§	
<b>OF APRIL 1, 2004 ASSET BACKED</b>	§	<b>Civil Action No. 3:20-cv-745-X</b>
<b>SECURITIES CORPORATION HOME</b>	§	
<b>EQUITY LOAN TRUST 2004-HE2 ASSET</b>	§	
<b>BACKED PASS-THROUGH</b>	§	
<b>CERTIFICATES, SERIES 2004-HE2,</b>	§	
 <b>Plaintiff,</b>	§	
 <b>v.</b>	§	
 <b>GEORGE E. DIXON</b>	§	
 <b>Defendant.</b>	§	

**PLAINTIFF’S MOTION FOR ATTORNEYS’ FEES**

COMES NOW Plaintiff Wells Fargo Bank, N.A., as Trustee for the Pooling and Servicing Agreement Dated as of April 1, 2004 Asset Backed Securities Corporation Home Equity Loan Trust 2004-HE2 Asset Backed Pass-Through Certificates, Series 2004-HE2 (“Wells Fargo” or Plaintiff”) and files this its *Motion for Attorneys’ Fees*, and respectfully shows as follows:

1. On October 10, 2019, Plaintiff filed its *Original Complaint* (“Complaint”) seeking a declaration from this Court allowing it to enforce its lien against the Property through foreclosure that the Defendant George E. Dixon (“Dixon”) divested all of his right, title and interest in the Property after foreclosure. (ECF No. 1.)

2. In the Memorandum Opinion and Order, the Court ordered that Wells Fargo shall recover from the Defendants costs of court and attorneys’ fees at an amount to be determined by

later motion and order. (ECF Document No. 32.) Plaintiff now presents this its *Motion for Attorneys' Fees*.

3. Plaintiff incurred \$4,228.80 in reasonable and necessary attorneys' fees in filing and prosecuting this suit to enforce its interest in certain real property as a result of Defendants' default of under the Note and Deed of Trust agreement between the parties. *See* Exhibit A, Declaration of Philip W. Danaher. A true and correct copy of the detailed billing statements of attorneys' fees is attached hereto as Exhibit B. Accordingly, in this Motion, Plaintiff requests an award of attorneys' fees in the amount of \$4,228.80, that it has incurred in enforcing its interest in the subject property as a result of Defendants' default of under the Note and Deed of Trust agreement between the parties

WHEREFORE, PREMISES CONSIDERED, Plaintiff Wells Fargo respectfully requests that the Court award it its attorneys' fees in the total amount of \$4,228.80, to be recovered from Defendant George E. Dixon ("Defendant") as a further obligation owed by Defendants under the Note and Security Instrument. Plaintiff also prays for all relief, whether at law or in equity to which it is justly entitled.

Respectfully submitted,

By: /s/ Philip W. Danaher  
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**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument was sent on April 13, 2021, upon the following as indicated:

**VIA CERTIFIED MAIL # 9314 7699 0430 0081 3167 07**

George E. Dixon  
153 Meadowcreek Road  
Coppell, Texas 75019  
*Defaulting Defendant*

/s/ Philip W. Danaher  
**PHILIP W. DANAHER**